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A G R E E M E N T

AGREEMENT, dated the 27th day of January, 1974, by and between the City of Linwood, County of Atlantic and State of New Jersey, hereinafter referred to as the "City", and the New Jersey State Policemen's Benevolent Association, Inc., Local No. 77, duly appointed representative of the Police Department of the City of Linwood, hereinafter referred to as "PBA #77" or "Employees."

ARTICLE I - PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J. Rev. Stat. 34:13A-5.1 et seq.) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and the Employees; to provide for the resolution of legitimate grievances, to prescribe the rights and duties of the City and Employees, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Linwood.

ARTICLE II - EMPLOYEE REPRESENTATIVE

A. MAJORITY REPRESENTATIVE

The City recognizes the "Majority Representative" of PBA #77 as the exclusive negotiating agent for all regularly appointed, full time police personnel, excluding the Chief of Police, within the City of Linwood, hereinafter referred to as "Employees". The City and employees agree the Majority Representative of PBA #77 has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, procedures for adjustment of disputes and grievances, and all other related

matters. The Majority Representative shall be appointed according to the procedure set forth in N.J. Rev. Stat. 34:13A-5.1 et. seq. and shall have all the rights and privileges pursuant thereto.

B. STEWARDS

The PBA #77 must notify the City of the names of the Steward. No more than one (1) Steward and alternate is to be designated.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - A grievance is any dispute between the parties concerning the application or interpretation of the agreement or any complaint by an Employee as to any action or non-action which violates any right arising out of his or their employment. The City shall not discipline any employee without just cause, except as provided for in the Laws of the State of New Jersey.

Step 1. - All grievances by an employee, and responses thereto by the City, shall be in writing within ten (10) days of its occurrence or the knowledge of its occurrence. PBA #77 shall appoint an Association Grievance Committee hereinafter referred to as the "Committee," which Committee shall consist of no more than four members, at least one of whom shall be a member of the Linwood Police Department, which Committee shall receive, screen, and process all grievances within five (5) days of written receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with PBA #77.

Step 2. - The Committee shall, within five (5) days after screening and acceptance submit grievances to the Chief of Police for resolution. The Chief of Police must render a decision within five (5) working days of receipt in writing.

Step 3. - In the event the parties are unable to resolve the grievance in the second step, either party may within five (5) working days refer the grievance to the Mayor for

resolution. The Mayor must render a decision within five (5) working days of receipt in writing.

Step 4. - In the event the grievance is not resolved at the third step, either party may refer the grievance, within five (5) working days to the City Council for resolution. The City Council must render a decision within Thirty (30) working days of receipt in writing.

Step 5. - In the event the grievance is not resolved at the fourth step, either party may refer the matter for impartial binding arbitration. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission within ten (10) working days of receipt of decision in Step 4, that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Committee. If the City and Committee cannot mutually agree to a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this agreement he shall render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and PBA #77.

Any steward or officers of PBA #77 required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose, and any witnesses reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter pertaining to the City of Linwood only.

Extensions and Modifications. - Time extensions may be mutually agreed to by the City and the Committee.

ARTICLE IV - NON-DISCRIMINATION

The City and Employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, with respect to employment, or opportunities for improvement of jobs, or a condition of employment. The City further agrees that it will not interfere with nor discriminate against an Employee because of membership in, or legitimate activity on behalf of, the PBA #77; nor will the City encourage membership in any other association or union to do anything to interfere with the representation by the "majority representative" of the PBA #77 as the exclusive bargaining agent of the Employees.

ARTICLE V - BULLETIN BOARD

The City shall permit the use of bulletin boards, located in the Police Department Headquarters, by the PBA #77, for the posting of notices concerning PBA #77 business and activities.

ARTICLE VI - MANAGEMENT RIGHTS

By way of illustration and not by way of limitation, it is the right of the City to determine the standards of service to be offered by its Employees, determine the standards of selection for employment, direct its Employees, take disciplinary action, maintain the efficiency of its operations, determine the methods, means, and personnel by which its operations are to be conducted, determine the content of job classifications, schedule the hours, take all necessary actions to carry out its mission in emergencies, exercise complete control and discretion over its organization and the technology of performing its work.

The parties agree that the Chief of Police and other officers shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement,

and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation in the PBA #77.

ARTICLE VII - STRIKES

The PBA #77 and Employees assure and pledge to the City that their goals and purposes are such as to condone no strikes by Employees nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and laws of the State of New Jersey. The PBA and Employees will not initiate such activities nor advocate or encourage other employees to initiate the same, and the PBA and employees will not support any member of this organization acting contrary to this provision.

ARTICLE VIII - POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the City agrees that every policeman shall have the right freely to organize, join, and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any policeman with respect to hours, wages or any other term or condition of employment by reason of his membership in the PBA or its affiliates, or his participation in any of these activities, collective negotiations with the City, or his institution of any grievance complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment. Elected representatives of the

PBA shall be permitted time off from their regular schedule to attend negotiating sessions, grievance sessions and meetings of the PBA management committee, provided that the efficiency of the Department is not seriously affected, and provided further that the matters pertain to the City of Linwood only. It is further understood that the City of Linwood presently has only two officers, to wit, Townsend and Steelman, who are presently representatives of the PBA.

ARTICLE IX - HOLIDAYS

Effective January 1, 1974, all employees covered by this Agreement shall receive (12) twelve paid holidays. These holidays may be taken at any time during the calendar year, and may run consecutive with the employees' vacation schedule. The specific holiday schedule shall be subject to approval of the Chief of Police, who will insure the continued efficiency and operation of the Police Department of the City of Linwood.

ARTICLE X - VACATIONS

An employee during his first year of employment shall be entitled to one working day's vacation for each month of service beginning with the seventh month of employment. Thereafter he shall be entitled to a paid vacation according to the following schedule:

1. (12) twelve working days paid vacation up until the (10th) tenth year of service.
2. (18) eighteen working days paid vacation after the (10th) tenth year of service.
3. (24) twenty-four working days paid vacation after (20) twenty years of service.

An employee shall not be entitled to any increased vacation until the next calendar year following the anniversary date of his employment.

It is the intent of this article to assure personnel

covered by this agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation. This article shall be effective from January 1, 1974.

ARTICLE XI - WORK WEEK

A work week as defined in this Agreement shall be one consisting of forty-two (42) hours per week, six days per week as presently outlined in the work schedule of the members of the Police Department of the City of Linwood.

ARTICLE XII - LEAVES

A. SICK LEAVES

(1) Defined - Sick leave is hereby defined to mean absence from post of duty by an employee because of illness, exposure to contagious disease, attendance upon a member of the employee's immediate family, seriously ill, requiring the care or attendance of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of the employee after three consecutive days sick leave, or leave in attendance of a member of the employee's immediate family. In case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of sick leave of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.

The City reserves the right to have an employee examined by a physician of his own choosing, provided that the City deems same necessary as a result of the continued absence from employment of the employee.

(2) Accumulation - Every person covered by this Agreement shall, in addition to his or her paid vacation, be granted sick leave as defined in (1) above, with pay for not less than one (1) working day for every month of service during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if any when needed, provided however, that the employee shall not be entitled to accumulate more than a total of one hundred (100) days of sick leave.

B. FUNERAL LEAVES

(1) Special leave of absence with pay up to a maximum of three (3) days shall be granted to any employee in case of death within the immediate family.

(2) The term "immediate family" shall include only father, mother; step-father, mother; father-in-law, mother-in-law grandparents; sister, brother, spouse, child, and foster child of an employee, and relatives residing in his household.

(3) The special leave period shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services; such special leave may be extended without pay at the discretion of the Chief of Police. The above shall not constitute sick leave and shall not be deducted from annual sick leave.

C. INJURY LEAVE

Injury leave shall be granted and controlled by the Workmen's Compensation Laws of the State of New Jersey.

D. LEAVE FOR PBA MEETINGS

The Executive Delegate and President (or appointed alternate) of "PBA #77" shall be granted leave from duty with full pay for all meetings of the PBA when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected officer gives reasonable notice to the Police Chief, provided, however, that said meetings shall not exceed one per month.

ARTICLE XIII - SALARY, LONGEVITY, OVERTIME

A. BASE SALARY

(1) Commencing on January 1, 1974, the annual base salaries to be paid the following employees of the City shall be as follows, and shall be bi-weekly:

Chief of Police	\$12,100
Deputy Chief.	11,600
Captain.	11,100
Lieutenant	
Sergeant	10,600
Patrolman after 3 years of service .	10,100
Patrolman after 2 years of service .	9,500
Patrolman after 1 year of service. .	8,500
Patrolman during 1st year of service	8,000

All salary increases will be paid retroactive to January 1st of this current year and shall be computed as of the anniversary date of each employee.

B. OVERTIME

(1) Overtime shall consist of all hours worked in excess of a normal work week, heretofore defined in this Agreement.

(2) All employees covered by this Agreement, shall

in addition to their base pay be paid at the rate of one times their straight time hourly rate of pay, computed on the basis of a forty hour week for all overtime hours worked. All overtime payments shall be paid no later than on the pay day for that period which immediately follows the pay period for which the overtime occurred.

All Police Officers with the rank of sergeant and below, will be paid their straight time hourly rate of pay in accordance with their rank. Officers with the rank above that of sergeant will be given time off from their regular schedule commensurate with the overtime worked. All overtime payments shall be paid no later than on the pay day for that pay period which immediately follows the pay period in which the overtime occurred. Commensurate time off will be granted within two weeks of the time worked at the direction of the Chief of Police. Any officer who is not scheduled to work and is called into duty by a commanding officer or shift commander will be paid a minimum of one hours salary. Overtime or commensurate time off for officers on regular duty will commence one hour after the end of their regularly scheduled eight hours.

C. LONGEVITY

(1) Additional compensation based upon the length of his or her services fixed and determined according to the following schedule:

3 years	\$200.00
5 years	300.00
10 years	400.00
15 years	600.00
20 years	800.00
25 years	1,000.00

(2) Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall be paid

in December of the calendar year as further outlined in the salary ordinance of the City of Linwood.

ARTICLE XIV - ACTING OFFICER

Any employee who shall have been appointed to act for a senior officer in the absence of such senior officer and who shall have performed the duties thereof, for a continuous period of thirty days shall, thereafter, be entitled to compensation appropriate to such office for the time so held. This Section is effective January 1, 1974.

ARTICLE XV - COLLEGE ALLOWANCES

The City and the "PBA #77" agree that the amount and quality of an employee's education often determines the value of his contribution to the community, and the degree of proficiency with which he performs his duties. In order to provide an incentive to encourage the employees to achieve the advantages of higher education, the City agrees that each employee who receives academic credits for study in any institution of collegiate level which offers a college curriculum leading to or accreditable toward an undergraduate baccalaureate or associate degree in Law Enforcement, and which is accredited by the Board of Higher Education, shall be paid a college allowance in the amount of fifteen (\$15.00) dollars per year for each credit so received during the officer's employment with the City. Payments for all credits attained shall be made on the first pay day after receiving verification of the grade and credit obtained from the institution, provided, however, that the employee must receive at least a passing grade in order to receive reimbursement.

The Employee further agrees that he must continue within the employ of the City of Linwood for at least one year after he receives reimbursement from the City for the credits attained, and in the event that the employee leaves the employ of the City prior

to one year after receiving said reimbursement, the employee shall be required to reimburse the City for any reimbursements paid by the City for credits attained within the period of one year prior to his leaving the employ of the City, and the City shall have the further right to deduct sum from the last pay check of the employee about to leave the employ of the City.

As an additional incentive for education of the employees of the City, the City shall pay the following sums of money, which shall become and be included as a part of the salary of the employees so attaining the following credits:

16 credits	\$100.00
32 credits	200.00
64 credits	300.00
128 credits or equivalent of a Bachelor's Degree	500.00

ARTICLE XVI - HOSPITALIZATION INSURANCE

(A) The City agrees to provide New Jersey Blue Cross and Blue Shield hospitalization insurance, including Rider "J" for all employees covered by this Agreement, at the City's own expense.

(B) The City further agrees that the continuance of coverage after retirement of an employee shall be permitted and shall be in accordance with Resolution No. of 1973, heretofore adopted by the City of Linwood.

ARTICLE XVII - CLOTHING ALLOWANCE

In addition to any other benefit under this Agreement, every employee shall be entitled to an allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$100 yearly. Said allowance shall be paid on the first pay day in December, 1974. It is understood that this allowance is not for the purchase or replacement of uniforms or clothing, but is for the cleaning and maintenance of same. ~~provided that the allowance shall not be used for the purchase or replacement of uniforms or clothing, but is for the cleaning and maintenance of same.~~

It is further agreed that a clothing allowance for all uniformed personnel and non-uniformed officers will be given at \$175 yearly to purchase and replace uniforms as necessary, provided, however, that the employees submit bills verifying the amounts of money spent for the purchasing and replacing of uniforms.

ARTICLE VIII - CONTINUATION OF BENEFITS
NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City Charter, ordinances, Rules and Regulations of the Police Department of the City, and any present or past benefits which are enjoyed by employees covered by this agreement, that have not been included in the Contract, shall be continued.

ARTICLE XIX - SAVINGS CLAUSES

(1) In the event thany any provision of this Agreement shall be finally determined to be in violation of any applicable State of Civil Service (where applicable) law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

(2) In the event that any provision of this Agreement conflicts with any City Ordinance, such ordinance shall be repealed or amended by the City to conform to the terms of this Agreement.

ARTICLE XX - DURATION OF AGREEMENT

This contract shall be in full force and effect from the date of execution, January 1, 1974, until midnight, December 31, 1974.

The parties agree that negotiations for a successor agreement and modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than September 1, 1974. It is understood that PBA #77 is backing

a successor agreement commencing from January 1, 1974. This Agreement shall remain in full force and effect until a successor Agreement is reached. ~~provided, however, both parties must mutually agree to the extension of this Agreement beyond December 31, 1974~~

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the ²⁷ day of February, 1974.

CITY OF LINWOOD, a municipal corporation

BY: Joseph L. Bradley
Mayor

ATTEST:

Mary E. Boreman
City Clerk

SIGNED, SEALED AND

DELIVERED in the presence of

NEW JERSEY STATE POLICEMAN'S
BENEVOLENT ASSOCIATION LOCAL NO. 3
as the duly appointed representative
of the Members of Police Department
of City of Linwood

BY: Albert J. Tappin - President
Majority Representative